

# **EXHIBIT 31**

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36 RIMINI STREET, INC. and SETH RAVIN

37  
38 UNITED STATES DISTRICT COURT  
39 DISTRICT OF NEVADA

40 ORACLE USA, INC., a Colorado corporation;  
41 ORACLE AMERICA, INC., a Delaware  
42 corporation; and ORACLE INTERNATIONAL  
43 CORPORATION, a California corporation,

44 Plaintiffs,

45 v.

46 RIMINI STREET, INC. , a Nevada corporation;  
47 SETH RAVIN, an individual,

48 Defendants.

49 Case No. 2:10-cv-0106-LRH-PAL

50 **DEFENDANT RIMINI STREET INC.'S  
51 RESPONSES AND OBJECTIONS TO  
52 PLAINTIFFS' FIRST SET OF  
53 REQUESTS FOR ADMISSIONS TO  
54 DEFENDANT RIMINI STREET, INC.**

55 Pursuant to Federal Rules of Civil Procedure 26 and 36, Rimini Street, Inc.  
56 ("Rimini Street"), by and through its undersigned counsel, responds to Oracle USA, Inc., Oracle  
57 America, Inc., and Oracle International Corp.'s ("Oracle") First Set of Requests for Admissions  
58 ("Requests").

## **GENERAL OBJECTIONS**

The following General Objections shall be deemed incorporated into the objections and Responses to each and every specific Request for Admission. To the extent that specific General Objections are cited in a specific Response, those specific objections are provided because they are believed to be particularly applicable to the specific Request. If Rimini Street specifically refers to General Objections in a Response, Rimini Street does not intend to waive any other General Objection applicable to information falling within the scope of the Request.

1. Rimini Street objects to Plaintiff's Requests to the extent that Plaintiff seeks to require Rimini Street to provide any information beyond what is available to Rimini Street at present from a reasonable search of its own files and a reasonable inquiry of its present employees likely to have the information necessary to admit or deny these requests.

2. Rimini Street objects to Plaintiff's Requests to the extent that Plaintiff seeks to impose on Rimini Street any other obligation not imposed by the Federal Rules of Civil Procedure or the Local Rules for the District of Nevada.

3. Rimini Street objects to the disclosure of information protected by the attorney-client privilege and/or work-product immunity.

4. Rimini Street objects to Plaintiff's Requests to the extent they call upon Rimini Street to admit or deny information that is irrelevant to the subject matter of this action. Rimini Street does not concede that any Request to which it responds is relevant to the subject matter of this litigation.

5. Rimini Street objects to these Requests to the extent they contravene the purposes underlying Federal Rule of Civil Procedure 36 to narrow the issues in this case and facilitate proof with respect to issues that can be eliminated. By way of example and without limitation, Rimini Street objects to these Requests to the extent they seek admissions related to highly contested issues, rather than admissions related to non-contested issues that could narrow the issues in this case. Rimini Street also objects to these Requests to the extent they seek admissions related to unidentified materials, which would not facilitate proof relating to issues that can be eliminated from this case.

1                   6. Rimini Street objects to these Requests to the extent they contain vague,  
2 ambiguous, and non-specific statements.

3                   7. Rimini Street objects to these Requests to the extent they cannot be admitted  
4 or denied without providing commentary.

5                   8. Rimini Street objects to the definition of the terms “Code Objects,” “Complete  
6 or Partial Copies” and “RAM Copy” to the extent they seek to incorporate legal conclusions.

7                   9. Rimini Street objects to the definitions of the terms “Complete or Partial  
8 Copy”, “Environment,” “Oracle Database Software,” “Oracle Enterprise Software,” “PeopleSoft  
9 Enterprise Software,” and “Software and Support Materials” to the extent that, when read together,  
10 the definitions are convoluted and circular.

11                   **RESPONSES**

12                   **REQUEST NO. 1:**

13                   Admit that any successful installation of Oracle Enterprise Software creates at least  
14 one Environment.

15                   **RESPONSE:**

16                   *See General Objections.* Rimini further objects to the phrase “successful installation”  
17 as vague and ambiguous. Subject to those objections as well as Rimini’s defenses of license,  
18 estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied-in-part and  
19 Admitted-in-part. Rimini admits that any complete installation of Oracle Enterprise Software creates  
20 at least one Environment comprising the software that was installed.

21                   **REQUEST NO. 2:**

22                   Admit that creating a complete copy of an existing Environment creates at least one  
23 copy of any and all Software and Support Materials present in that Environment.

24                   **RESPONSE:**

25                   *See General Objections.* Subject to those objections as well as Rimini’s defenses of  
26 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Admitted.

27                   **REQUEST NO. 3:**

28                   Admit that copying an Environment located on one computer, network location,

1 virtual machine, storage device or physical media onto a second computer, network location, virtual  
2 machine, storage device or physical media creates at least one complete copy of that Environment.

3 **RESPONSE:**

4 *See General Objections.* Rimini Street further objects to the phrases “copying an  
5 Environment” as vague and ambiguous. In responding, Rimini interprets this phrase to mean  
6 “copying a complete Environment.” Subject to those objections as well as Rimini’s defenses of  
7 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied-in-part  
8 and Admitted-in-part. Rimini admits that copying a complete Environment from one physical  
9 location or device to second physical location or device creates at least one complete copy of that  
10 Environment.

11 **REQUEST NO. 4:**

12 Admit that backing up an Environment creates at least one complete copy of that  
13 Environment.

14 **RESPONSE:**

15 *See General Objections.* Rimini Street further objects to the phrase “backing up an  
16 Environment” as vague and ambiguous. Subject to those objections as well as Rimini’s defenses of  
17 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied-in-part  
18 and Admitted-in-part. Rimini admits that certain backup methods for an Environment may create at  
19 least one complete copy of that Environment. Rimini denies that backing up an Environment  
20 necessarily creates a least one complete copy of that Environment.

21 **REQUEST NO. 5:**

22 Admit that restoring a backed-up Environment creates at least one complete copy of  
23 that Environment.

24 **RESPONSE:**

25 *See General Objections.* Rimini Street further objects to the phrases “restoring” and  
26 “backed-up” as vague and ambiguous. Subject to those objections as well as Rimini’s defenses of  
27 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied.

28 **REQUEST NO. 6:**

1                   Admit that restoring a backed-up Environment located on one computer, network  
2 location, virtual machine, storage device or physical media onto a second computer, network  
3 location, virtual machine, storage device or physical media creates at least one complete copy of that  
4 Environment.

5                   **RESPONSE:**

6                   *See General Objections.* Rimini Street further objects to the phrases “restoring” and  
7 “backed-up” as vague and ambiguous. Subject to those objections as well as Rimini’s defenses of  
8 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied-in-part  
9 and Admitted-in-part. Rimini admits that completely copying a Environment from a first physical  
10 location or device to a second physical location or device creates at least one complete copy of that  
11 Environment.

12                   **REQUEST NO. 7:**

13                   Admit that creating a copy of a virtual machine creates at least one complete copy of  
14 any Environment present on that virtual machine.

15                   **RESPONSE:**

16                   *See General Objections.* Rimini Street further objects to the phrase “creating a copy  
17 of a virtual machine” as vague and ambiguous. In responding, Rimini will interpret this phrase to  
18 mean “creating a complete copy of a virtual machine.” Subject to those objections as well as  
19 Rimini’s defenses of license, estoppel and waiver and Oracle’s course of conduct, Rimini Street  
20 responds: Denied-in-part and Admitted-in-part. Rimini admits that creating a complete physical copy  
21 of a virtual machine creates at least one complete copy any Environment present on that virtual  
22 machine.

23                   **REQUEST NO. 8:**

24                   Admit that copying a virtual machine located on one computer, network location,  
25 storage device or physical media onto a second computer, network location, storage device or  
26 physical media creates at least one complete copy of any Environment present on that virtual  
27 machine.

28                   **RESPONSE:**

1           See General Objections. Rimini Street further objects to the phrases “copying a  
2 virtual machine” and “network location” as vague and ambiguous. In responding, Rimini will  
3 interpret this phrase to mean “copying a complete virtual machine.” Subject to those objections as  
4 well as Rimini’s defenses of license, estoppel and waiver and Oracle’s course of conduct, Rimini  
5 Street responds: Denied-in-part and Admitted-in-part. Rimini admits that completely copying a  
6 virtual machine from a first physical location or device to a second physical location or device  
7 creates at least one complete copy any Environment present on that virtual machine.

8           **REQUEST NO. 9:**

9           Admit that backing up a virtual machine creates at least one complete copy of any  
10 Environment present on that virtual machine.

11           **RESPONSE:**

12           See General Objections. Rimini Street further objects to the phrases “backing up a  
13 virtual machine” as vague and ambiguous. Subject to those objections as well as Rimini’s defenses  
14 of license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied-in-  
15 part and Admitted-in-part. Rimini admits that certain backup methods for a virtual machine may  
16 create at least one complete copy of any Environment present on that virtual machine. Rimini denies  
17 that backing up a virtual machine necessarily creates a least one complete copy of any Environment  
18 present on that virtual machine.

19           **REQUEST NO. 10:**

20           Admit that restoring a backed-up virtual machine creates at least one complete copy  
21 of any Environment present on that virtual machine.

22           **RESPONSE:**

23           See General Objections. Rimini Street further objects to the phrases “restoring” and  
24 “backed-up” as vague and ambiguous. Subject to those objections as well as Rimini’s defenses of  
25 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied.

26           **REQUEST NO. 11:**

27           Admit that restoring a backed-up virtual machine located on one computer, network  
28 location, storage device or physical media onto a second computer, network location, storage device

1 or physical media creates at least one complete copy of any Environment present on the restored  
2 virtual machine.

3 **RESPONSE:**

4 *See General Objections.* Rimini Street further objects to the phrases “restoring” and  
5 “backed-up” as vague and ambiguous. Subject to those objections as well as Rimini’s defenses of  
6 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied-in-part  
7 and Admitted-in-part. Rimini admits that completely copying a virtual machine from one physical  
8 location or device to a second physical location or device creates at least one complete copy of any  
9 Environment present on the virtual machine.

10 **REQUEST NO. 12:**

11 Admit that restoring a backed-up virtual machine as a virtual machine with a different  
12 name creates at least one complete copy of any Environment present on the restored virtual machine.

13 **RESPONSE:**

14 *See General Objections.* Rimini Street further objects to the phrases “restoring” and  
15 “backed-up” as vague and ambiguous. Subject to those objections as well as Rimini’s defenses of  
16 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied.

17 **REQUEST NO. 13:**

18 Admit that creating a complete copy of Installation Media creates at least one copy of  
19 any and all Code Objects present on that Installation Media.

20 **RESPONSE:**

21 *See General Objections.* Rimini Street further objects to this request as improper  
22 under Fed. R. Civ. P. 36 as seeking a legal conclusion to the extent that Oracle seeks an admission  
23 on the legal significance of the term “Code Objects.” Subject to those objections as well as  
24 Rimini’s defenses of license, estoppel and waiver and Oracle’s course of conduct, Rimini Street  
25 responds: Admitted.

26 **REQUEST NO. 14:**

27 Admit that copying Installation Media located on one computer, network location,  
28 virtual machine, storage device or physical media onto a second computer, network location, virtual

1 machine, storage device or physical media creates at least one complete copy of that Installation  
2 Media.

3 **RESPONSE:**

4 See General Objections. Rimini Street further objects to the phrase “copying  
5 Installation Media” as vague and ambiguous. Subject to those objections as well as Rimini’s  
6 defenses of license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds:  
7 Denied-in-part and Admitted-in-part. Rimini Street admits that completely copying Installation  
8 Media from one physical location or device to a second physical location or device creates at least  
9 one complete copy of that Installation Media.

10 **REQUEST NO. 15:**

11 Admit that Installation Media constitutes a complete copy of the Oracle Enterprise  
12 Software or Oracle Database Software that it can be used to install.

13 **RESPONSE:**

14 See General Objections. Subject to those objections as well as Rimini’s defenses of  
15 license, estoppel and waiver and Oracle’s course of conduct, Rimini Street responds: Denied-in-part  
16 and Admitted-in-part. Rimini admits that Installation Media may be used to create a copy of the  
17 Oracle Enterprise Software or Oracle Database Software that is present on that Installation Media.  
18 Rimini denies that Installation Media necessarily constitutes a complete copy of the Oracle  
19 Enterprise Software or Oracle Database Software that it can be used to install.

20 **REQUEST NO. 16:**

21 Admit that loading an Environment for use creates at least one RAM Copy that is a  
22 Complete or Partial Copy of that Environment.

23 **RESPONSE:**

24 See General Objections. Rimini Street further objects to this request as improper  
25 under Fed. R. Civ. P. 36 as seeking a legal conclusion to the extent that Oracle seeks an admission  
26 on the legal significance of the term “RAM Copy.” Subject to those objections as well as Rimini’s  
27 defenses of license, estoppel and waiver and Oracle’s course of conduct, Denied-in-part and  
28 Admitted-in-part. Rimini admits that a portion of an Environment is loaded into a computer’s RAM

1 when that Environment is loaded for use.

2 **REQUEST NO. 17:**

3 Admit that licenses granted by Oracle to Relevant Customers for Oracle Enterprise  
4 Software do not permit Relevant Customers to install licensed Software and Support Materials on  
5 computers neither owned nor leased by the customer.

6 **RESPONSE:**

7 *See General Objections.* Rimini Street further objects to this request as improper  
8 under Fed. R. Civ. P. 36 as seeking a legal conclusion to the extent that Oracle seeks an admission  
9 on the interpretation of license agreements at issue. Subject to those objections as well as Rimini's  
10 defenses of license, estoppel and waiver and Oracle's course of conduct, Rimini Street responds:  
11 Denied.

12  
13 **REQUEST NO. 18:**

14 Admit that licenses granted by Oracle to Relevant Customers for Oracle Enterprise  
15 Software do not permit Software and Support Materials licensed by one Relevant Customer to be  
16 used or copied for the economic benefit of a second Relevant Customer

17 **RESPONSE:**

18 *See General Objections.* Rimini Street further objects to this request as improper  
19 under Fed. R. Civ. P. 36 as seeking a legal conclusion to the extent that Oracle seeks an admission  
20 on the interpretation of license agreements at issue. Subject to those objections as well as Rimini's  
21 defenses of license, estoppel and waiver and Oracle's course of conduct, Rimini Street responds:  
22 Denied.

23  
24 DATED: September 28, 2011 SHOOK, HARDY & BACON

25  
26 By: /s/ Robert H. Reckers  
27 Robert H. Reckers, Esq.  
28 Attorney for Defendants  
Rimini Street, Inc. and Seth Ravin

## **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Defendant's Responses and Objections to Plaintiffs' First Set of Requests for Admissions was served on the 28th day of September 2011, via email, as indicated below.

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